

**COMMONWEALTH OF KENTUCKY  
DEPARTMENT OF FINANCIAL INSTITUTIONS**

**SURETY BOND FOR INDIVIDUAL MORTGAGE LOAN ORIGINATORS**

**KNOW ALL MEN BY THESE PRESENTS:**

that \_\_\_\_\_, as Principal, of \_\_\_\_\_  
(Applicant Full Legal Name) (Address)

\_\_\_\_\_, City of \_\_\_\_\_, County of \_\_\_\_\_,

State of \_\_\_\_\_, and \_\_\_\_\_ as Surety,  
a corporation incorporated under the laws of \_\_\_\_\_, and licensed to transact  
business in the State of Kentucky, are held and firmly bound unto the Commissioner, Department of  
Financial Institutions, Commonwealth of Kentucky, for the use and benefit of any person, as the  
term "person" is defined in KRS 286.8-010, as Obligee, in the penal sum of twenty thousand dollars  
(\$20,000), the payment of which Principal and Surety jointly and severally bind themselves, their  
successors, assigns, heirs, and legal representatives.

This obligation is being entered into because the Principal has made or is about to make  
application to the Department of Financial Institutions, Commonwealth of Kentucky for a license to  
do business as a mortgage loan company in Kentucky pursuant to the provisions of KRS Chapter  
286.8, the Mortgage Loan Company and Mortgage Loan Broker Act, as amended, and any  
regulations promulgated thereunder.

**SECTION ONE  
CONDITION OF OBLIGATION**

- A. If Principal fully complies with the provisions of KRS Chapter 286.8 and with all regulations and  
orders promulgated thereunder, or if Principal fully satisfies and discharges any judgment or  
decree rendered against Principal by a court of competent jurisdiction in a suit brought by any  
aggrieved person in which it is found that Principal violated a provision of KRS Chapter 286.8,  
then this obligation shall be null and void, otherwise the obligation shall remain in full force and  
effect.
- B. In order for liability to attach to Surety, a suit or action to enforce any liability on this bond must  
be brought within three (3) years from the date of the act upon which the suit or action is based.

**SECTION TWO  
DURATION**

This obligation shall run continuously and shall remain in full force and effect until and unless the  
bond is terminated and canceled as provided herein or as otherwise provided by law.

**SECTION THREE  
TERMINATION**

Surety may terminate its obligation hereunder only by giving thirty (30) days written notice to  
Obligee and to Principal, but such notice shall not affect this agreement with respect to any  
obligation which may have arisen prior to the receipt of such notice by Obligee.

**SECTION FOUR  
EXTENT OF LIABILITY**

The maximum amount of liability of surety by virtue of this obligation shall be no more than the penal sum specified in this obligation of two hundred and fifty thousand dollars (\$250,000).

**SECTION FIVE  
RECOVERY OF ATTORNEYS' FEES**

If any proceedings are brought to enforce the obligations agreed to herein, such reasonable attorneys' fees as the court may award shall be allowed to Obligee.

IN WITNESS WHEREOF, Principal and Surety have executed this bond at \_\_\_\_\_  
\_\_\_\_\_, (place of execution) on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Signature of Principal

\_\_\_\_\_  
Printed Name of Principal

(SEAL)

\_\_\_\_\_  
Signature of Surety

\_\_\_\_\_  
Address of Surety

BY: \_\_\_\_\_  
Name and Title  
(If Attorney-In-Fact, must attach valid  
Power of Attorney from Surety)

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Subscribed, acknowledged, and sworn to before me by \_\_\_\_\_ and  
\_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC - STATE AT LARGE

My Commission Expires: \_\_\_\_\_

Updated 10/09